

City of Muskegon Heights, Michigan

Request for Proposals and Qualifications

Grass Cutting and Maintenance

for

the Schools

Dr. Martin Luther King Jr. Academy and

Lindbergh School with

add alternative of Grass cutting and

maintenance of

of one or several of the City owned 400 lots

Office of the City Manager

Date: 4/12/2021

City of Muskegon Heights
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SECTION 1
PROJECT OVERVIEW

Introduction:

- 1.1 The City of Muskegon Heights is seeking qualified grass cutting contractors to mow the Schools - Dr. Martin Luther King Jr. Academy and Lindbergh School with an add alternative of Grass cutting and maintenance of one or several of the City owned 400 lots and address maintenance concerns as needed. Maintenance includes removal and proper disposal of large items but not limited to appliances, tires, trash etc. The work may include emergency grass cutting where necessary. The Contractor must be able to mobilize a crew within 24 hours for emergencies and mobilize a crew within 72 for non-emergencies.
- 1.2 All respondents for grass cutting services are encouraged to respond to this RFP. Depending on the availability of funds, this RFP will be a one-year contractual agreement, with annual renewal up to maximum of three years of the City with the selected contractor (with possibility of extension for additional time period).
- 1.3 In the absence of fund availability, a contract issued pursuant to this RFP shall be void and of no effect. Compensation for the grass cutting and maintenance services would be either based upon cost per acreage or per visit, depending upon the availability of funds and requirement. City's decision will be deemed as final. The City will not guarantee a minimum number acreage or visits required during the term of the contract.
- 1.4 Only Contractors who meet the program qualifications will be able to submit applications. Contractors must comply with all State, County and City policies related to grass cutting and must have meet all necessary License Requirement to conduct business in the City of Muskegon Heights.

Schedule of events:

- 1.5 Issuance of Request for Proposals - 4.12.2021
- 1.6 Written Questions due to the City - 4.16.2021 at 10:00 a.m.
- 1.7 Proposal responses due to the Respondents - 4.20.2021 at 10:00 a.m.
- 1.8 Proposal response due to the City – 4.23.2021 at 10:00 a.m.
- 1.9 Public opening of bids - 4.27.2021 at 10:00 a.m.
- 1.10 Evaluation and Interview of Respondents - 4.28.21 – 4.30.2021
- 1.11 Selection of Qualified Respondent - 5.3.2021

Frequency:

- 1.12 Duration of the contract frequency of the services will be based on City's requests through the year. The contractor to follow an agreed upon schedule & frequency for the services with the City.

Qualification:

- 1.13 Respondents must have a minimum of five (5) years' experience in providing grass cutting work or equivalent that best demonstrates the provider's experience with services similar in scope to

those requested herein with government clients. Where possible, list and describe those services provided for government clients.

Submission of Bids:

- 1.14 Bids can be accepted only in hardcopies in sealed envelopes to the office of the City Manager, 2724 Peck Street, Muskegon Heights, Michigan 49444. Any questions can be emailed at tbell@muskegonheights.us and will be due on 4.16.2021 at 10:00 a.m.

Award of Contract:

- 1.15 The contract shall be awarded to the proposals determined by the City to be most responsive to the requirements of the services to be provided and will be solely based on City's evaluation. The City reserves **the right to award multiple vendors**, reject any and all proposals, and to waive any and all technicalities. City's decision will be deemed final.

END OF SECTION

SECTION 2

INSTRUCTIONS TO RESPONDENTS

Respondent Representations

- 2.1 By making this Bid, Respondent represents that he/she has read and acknowledges contents of Bid package and understands the bid documents and this Bid is made in accordance therewith.

Bid Documents

- 2.2 Respondent Shall use Complete sets of Bid Documents In preparing Bids; The City of Muskegon Heights will not assume any responsibility for errors, omissions or misinterpretations resulting from the use of partial sets of Bid Documents.
- 2.3 Incurring Costs: The City is not liable for any costs incurred by contractors prior to the issuance of a contract.
- 2.4 Material submitted: All materials submitted as part of a bid will become the property of the City. The City reserves the right to use any or all ideas presented.
- 2.5 Respondent Shall Use Complete sets of Bid Documents In preparing Bids; neither the Owner nor The City of Muskegon Heights assume any responsibility for errors, omissions or misinterpretations resulting from the use of partial sets of Bid Documents.
- 2.6 Respondent shall notify The City of Muskegon Heights of all ambiguities, inconsistencies, or errors, which they may discover upon examination of the Bid Documents.
- 2.7 Any interpretations, corrections, or changes of the Bid Documents shall be made by Addendum and Bid Memorandum. Interpretations, corrections, or changes of the Bid Documents made by any other manner will not be binding. Respondent shall not rely upon such interpretations, corrections and changes.
- 2.8 All Blanks through the contract document shall be filled in by typewriter or manually in ink.
- 2.9 Where so indicated by the make-up of the Cost Worksheet (Section 7), sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
- 2.10 All interlineations, alterations or erasures shall be initialed by the signer of the Bid.
- 2.11 Each Copy of the Bid shall include the legal name of the Respondent and a Statement that the Respondent is a sole proprietor, a partnership, a corporation or some other legal entity. Each copy shall be signed by person legally authorized to bind the Respondent to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's

authority to bind the Respondent to a contract.

- 2.12 Bids received shall abide by all documents that have been prepared for the purposes of Bid.
- 2.13 Bids will only be accepted on the full scope of work outlined by this Bid Package. To be considered, firms must submit a complete response to the RFP in the form requested. Firms not responding to items requested in the RFP or indicating exceptions to such items may have their submittals rejected.
- 2.14 Work is expected to tentatively start 10 (ten) days after execution of this contract by both parties.
- 2.15 A Bid may not be modified, withdrawn or cancelled by the Respondent after the stipulated time period and date designated for receipt of Bids, and each Respondent so agrees in submitting his Bid.
- 2.16 Due to weather conditions, if the agreed upon schedule is not being followed, it will be the Contractor's responsibility to complete the work scheduled at a later time after coordination with the City and within the cost provided in this contract. No additional cost will be provided.
- 2.17 Award of Contract does not guarantee allotting grass mowing and maintenance work of 400 lots . The selected respondent must have the capacity to perform work on up to 400 lots as required by the City.
- 2.18 The award of contract implies award of Schools - Dr. Martin Luther King Jr. Academy and Lindbergh School .
- 2.19 Work of grass mowing and maintenance of lots is to be treated as an add alternative throughout this proposal.

Submission of Bids

- 2.20 Response may be submitted in hard copy enclosed in a sealed envelope and are due by 4.23.2021 at 10:00 a.m. The envelope shall be addressed to the City Manager and shall be identified with the Project name, the Respondent's name and address, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, or any other delivery system, the sealed envelopes shall be enclosed in a separate mailing envelope with the notation "Grass Cutting and Maintenance for the Mona View Cemetery" on the front.

Opening of Bids

- 2.21 Bids will be accepted only in hard copy and via mail. The City of Muskegon Heights will have the right to reject any or all Bids and reject a Bid not accompanied by data required by the Bid documents, or to reject a Bid, which is in any way incomplete or irregular. Bids will be opened publicly on 4.27.2021 at 10:00 a.m. at office of the City Manager, 2724 Peck Street, Muskegon Heights, Michigan 49444.

Acceptance of Bid Award

- 2.22 It is the intent of the City of Muskegon Heights to award a contract to the respondent that provides

the best value to the City. Criteria used will include, but is not limited to: ability, capacity, qualifications, timeframe, experience, price, type and amount of equipment, accessories, options, insurance, permits, licenses and overall capability to meet the needs of the City.

- 2.23 The contract shall be awarded to the proposal determined by the City to be most responsive to the requirements of the services to be provided and will be solely based on City's evaluation. The City reserves the right to reject any and all proposals and to waive any and all technicalities. While price is the major consideration, the City reserves the right to consider other aspects as included in above clause 2.22. The most responsive respondent will be notified by the City and a meeting to review the Bid will be held. Selected contractor must be available for this meeting to discuss their Bid prices.
- 2.24 After the Bids are received, tabulated and evaluated by the City of Muskegon Heights(M/H), the most responsive Respondent shall meet with the City of Muskegon Heights (M/H) for the purposes of determining any contract overlaps or omissions.
- 2.25 The City of Muskegon Heights reserves the right to reject any and all proposals, or any parts thereof, or to waive any informality or defect in any proposal if it is in the best interest of the City of Muskegon Heights. All proposals, plans and other documents submitted shall become the property of the City of Muskegon Heights. Responses to this RFP are considered public information and are subject to discovery under the Freedom of Information Act.
- 2.26 The undersigned on behalf of the under named, hereby declares, warrants, represents acknowledges and/or agrees that he/she has carefully read and examined the instructions and specifications pertaining to and all disclaimers made regarding this Bid, that he /she will furnish said items with such specifications for the price set forth in this Bid, that is not a contract, that submission of a Bid creates no contractual rights on the part of the Undersigned and under named or gives them standing to challenge any decision made regarding this Bid, that if this Bid proposal is ultimately rejected or not accepted the undersigned and under named have no recourse and have, in any event, knowingly and voluntarily waived their rights, if any, thereto.

The undersigned agrees to the provisions of the Bid documents and hereby affixes authorized signatures representing (check one):

_____ An individual doing business.

_____ A Partnership

_____ A Corporation

Signature(s): _____ Address: _____

Title: _____

Name of Firm: _____

Telephone #: _____

END OF SECTION

SECTION 3

GENERAL CONDITIONS OF CONTRACT

The Rights and Responsibilities of the City

- 3.1 **Breach of Contract:** In the event that any of the provision of this bid and/or resulting contract are breached by the successful Respondent, the City shall give written notice to the successful Respondent of the breach or pattern of behavior that constitutes the breach and allow the successful Respondent to resolve the breach or pattern of behavior that constitutes the breach within ten (10) days of successful Respondent's receipt of notice. If the breach or pattern of behavior is not resolved, then the City Manager of the City of Muskegon Heights shall have the right to rescind this bid and/or resulting contract by sending written notice to the successful Respondent of the cancellation and rescission.
- 3.2 **Access to the Work:** The City of Muskegon Heights representatives shall have access at all times to the work for purposes of inspection, whenever said work is in preparation or progress; and the contractor shall provide proper facilities for such access.
- 3.3 **Change:** City of Muskegon Heights without invalidating the contract may order the Contractor to do additional work or make changes by altering, adding to, or deducting from the work Via written Change Order signed by an authorized representative only.
- 3.4 **Do Work Or Terminate:** The City of Muskegon Heights may, after ten (10) days send a written notice to the contractor, take over completion of the job or terminate the Contractor's employment if the Contractor fails or refuses to furnish sufficient materials and/or workmen to execute the work properly; if the Contractor shall be adjudged bankrupt; if the Contractor should make a general assignment for the benefit of his creditor; if the Contractor should be appointed on account of the Contractor's insolvency; if the contractor should fail to make prompt payments to subcontractors; if the Contractor should persistently disregard laws, ordinances or instructions of the City Muskegon Heights or if the Contractor substantially violates any provision of the Contract. If the Contractor fails to deliver the services specified in the agreement hereof for a period of more than ten (10) days for any reason, excluding acts of God, strikes and work stoppages, and acts of a common enemy, the City shall have the right to terminate this contract forthwith and to secure the furnishing of said services by contract or otherwise, charging against the Contractor any excess cost incurred by the City therefore, and to pursue any and all other remedies that the City may have by virtue of any of the provisions of this contract and any and all other remedies provided by law.
If the successful Respondent should be judged bankrupt, if they should make a general assignment for the benefit of their creditors, if a receiver should be appointed on account of their insolvency, if they should persistently or repeatedly refuse to supply enough labor, materials and/or equipment to meet the scope of work of the contract, if they should persistently disregard laws of the State of Michigan and/or ordinances of the City of Muskegon Heights or be guilty of substantial violations of any provision of the contract, the City may without prejudice to any other right or remedy, terminate the contract immediately an re-let for same. The City, at its sole discretion, may terminate the contract immediately, based on warrants and if said immediate termination is in the best public health, safety and welfare interests of the City and its citizens.

In cases not involving the public's health, safety and welfare, or cases subject to Section 3.1, a minimum of ten (10) days notification will be given to the successful Respondent prior to the

termination of the contract.

The Rights and Responsibilities of the Contractors:

- 3.5 By submission of a bid to do the work, the Respondent represents that the Respondent is fully informed concerning the requirements of the contract, the physical conditions to be encountered in the work, and the character, quality, and quantity of service to be performed, and of materials and equipment to be furnished. The Respondent will not be entitled to additional compensation if he subsequently finds that conditions require methods or equipment other than that anticipated in making the bid. Negligence or inattention of the Respondent in determining the site conditions prior to filing a bid, or in any phase of the performance of the works, shall be grounds for refusal of the City to agree to additional compensation. Respondents having questions regarding this RFB should contact for clarifications.
- The successful Respondent shall comply with the Safety Rules and Regulations of the Associated General Contractors of America, the Occupational Safety and Health Standards of the Construction Industry, State of Michigan, Department of Labor, for the protection of workers on this project. All equipment and work shall conform to the requirements of the Occupational Safety and Health Act and Michigan Department of Labor Occupational Safety Standards, as amended.
- The successful Respondent shall observe city ordinances relating to obstruction of streets and shall obey all laws and city ordinances controlling or limiting those engaged in the work. The successful Respondent shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners.
- 3.6 Access to Work: The contractor shall permit and facilitate observation of the work by his agents and public authorities at all times.
- 3.7 Liability of Costs: Respondents are responsible for their own expense in preparing, delivering or presenting a proposal, and for subsequent negotiations with the City of Muskegon Heights, if any.
- 3.8 Insurance: The Contractor shall not commence work under this contract until he/she has obtained all insurance required by the City per below 3.9,3.10,3.11, with such insurance having been approved by City of Muskegon Heights; nor shall the Contractor allow any subcontractor to begin work on his subcontract until appropriate insurance of the subcontractor has been obtained and approved by City of Muskegon Heights.
- 3.9 Workman's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract insurance for all of his employees who will be engaged in work on the project under this contract, and in case of any such work sublet, the Contractor shall require each subcontractor similarly to provide insurance for all that subcontractor's employees who will be engaged in such work
- 3.10 Contractor's Public Liability and Property Damage Insurance: The Contractor shall produce and shall maintain during the life of this contract Liability Insurance in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence. Contractor shall also provide a 100% performance bond at time of contract award. The City of Muskegon Heights shall be named as an additional insured. The Certificate of Insurance shall provide a 30-day notice of cancellation.
- 3.11 Contractor's insurance shall include indemnification of The City of Muskegon Heights as required in paragraph below.

- 3.12 General Liabilities: The Contractor shall indemnify and save harmless The City of Muskegon Heights and its accounts from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against him, by reason of any act or omission of said Contractor, his agent or employees, in the execution of the work or in the guarding of it.
- 3.13 The Contractor shall furnish The City of Muskegon Heights with satisfactory proof of carriage of the insurance required.
- 3.14 Supervision: The Contractor shall employ competent supervisors, who in the absence of the Owner or owners representative shall be responsible for overseeing the work limited to scope under this contract.
- 3.15 Safety: The Contractor will be solely responsible in case of any incident caused due to improper handling of equipment, or as a result of work on site under this contract. It will be contractor's responsibility to do the required repairs within a week of incident. The Contractor shall practice safety on site at all times.
- 3.16 Traffic Control: The contractor will be responsible for any traffic control essential to carry out the work under this contract.
- 3.17 The Contractor shall be responsible for any damage to the lots, buildings or lot improvements (permanent and temporary) that result from any maintenance activities performed under the contract. These items shall include, but are not limited to, gator bags (used for watering trees), existing trees, landscaping material, silt fencing that needs to remain, permanent fencing, monitoring wells, and real property that is not to be removed (i.e. existing buildings, etc.).
- 3.18 All debris and trash will be transported to a landfill or other appropriate facility for disposal.
- 3.19 Payment: After completion of work after every visit, owner or owner's representative will need to sign off on agreed upon finished work. Payments may be held in the absence of this documents. The successful Respondent shall submit invoices on a monthly basis for all work completed. The City shall pay invoices for acceptable work within 30 days of receipt.

Permits, Licenses and Regulations

- 3.20 Inspection and Regulations: The Contractor shall obtain and pay for all permits, licenses and inspections as required; give all notices, pay all fees, and comply in every respect with Laws, Ordinances, Rules and Regulations which apply to the job.
- 3.21 Laws and Ordinances: The Contractor shall comply with all Rulings and Requirements of all authorities, which have jurisdiction over any right of way conflict and protect The City of Muskegon Heights from damages, which arise from violations thereof. If requirements of the Contract Documents are at variance with Laws, Ordinances, Regulations or Codes, the contractor should not proceed with work, until The City of Muskegon Heights clarifies the Contractors submitted written discrepancy.
The Contractor shall keep himself fully informed of, and shall at all times observe and comply with all existing or future acts of the legislature, and all municipal ordinances, prohibitions, rules and

regulations in any manner effecting the conduct of the work, and shall protect and indemnify the City and its officers and employees, against all and all claims arising from or based on any violations of such acts, ordinances, prohibitions, rules, regulations, orders or decrees, and against all violations of law by the Contractor or his employees.

Material and Workmanship

- 3.22 Operation of Vehicles: The successful Respondent shall operate all company vehicles in a manner to not impede traffic flow on City streets. Company vehicles are not to be left unattended for any reason except for emergencies or in the actual performance of the job. When a vehicle is left unattended for the actual performance of the job, it shall be parked according to all City Codes and ordinance in place at that time.
- 3.23 Quality of Service: As is the intent of any contract, the City expects the successful Respondent to maintain all equipment in a clean and well-operating fashion, with special consideration for proper maintenance and care of all elements, items and equipment mentioned in this document. The successful Respondent will operate in a professional manner and keep all noise and other nuisances to a minimum at all times while under contract with the City. The City is looking to keep from inconveniencing the public as much as possible. The successful Respondent shall file all documents outlined in this RFP in a timely and well-organized manner.
- 3.24 Fair Employment Practices: The successful Respondent agrees to not discriminate against any employee or applicant for employment, to be hired in the performance of the contract with respect to hire, tenure, term, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of sex, race, color, religion, nation origin, ancestry, handicap or any other basis prohibited by State or Federal law or regulations.
- 3.25 Contractor's Payment of Taxes etc: Without limitation on the foregoing, the successful Respondent shall be solely responsible for:
- a. Payment of wages to its work force in compliance with all Federal and State laws, including the Federal Wage and Hour Act.
 - b. Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by contractor under State and Federal law.
 - c. Payment of all applicable Federal, State, and Municipal taxes, charges or permit fees, whether now in force or subsequently enacted.
 - d. Payment of any and all suppliers, merchants, or vendors from whom the contractor obtains items and materials related to the contract.
- The successful Respondent shall indemnify and hold the City harmless from all claims arising from the foregoing payment obligations of contractor.
- 3.26 Support Facilities: Successful Respondent shall have available:
- a. Facilities and equipment adequate for evaluation of problems and control activities; and
 - b. An office with sufficient staff and communications facilities to assure ready accessibility and prompt response to the needs of the City.
- 3.27 Cash Allowance: The Contractor shall include in the contract sum all costs required to fully perform the work. No demands for expenses or profits other than those included In the Contract Sum shall

be allowed.

- 3.28 Quality of Work: As is the intent of any contract, the City expects the successful Respondent to maintain all equipment in a clean and well-operating fashion, with special consideration for proper maintenance and care of all elements, items and equipment mentioned in this document. The successful Respondent will operate in a professional manner and keep all noise and other nuisances to a minimum at all times while under contract with the City. The City is looking to keep from inconveniencing the public as much as possible. The successful Respondent shall file all documents outlined in this RFB in a timely and well-organized manner.
- 3.29 Quality, Material and Workmanship: It is intended that a high standard of workmanship shall apply.
- 3.30 Disputes: All disputes arising under this contract, except those covered by the Federal Labor Standards, whether involving law or fact or both, shall within ten (10) days of commencement of the dispute, be presented by the Contractor to The City of Muskegon Heights for decision. All papers pertaining to claims shall be filled in quadruplicate. Such notice shall state the facts in sufficient detail to identify the claim together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified shall be deemed to have been waived, except that if the claim is of a continuing nature, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the City of Muskegon Heights of notice thereof.
- 3.31 After due investigation and consideration of each claim, The City of Muskegon Heights will reach a conclusion, and will state a decision there within. Such a decision will be in writing and will be sent to the Contractor by registered mail, return receipt requested.
- 3.32 If the Contractor does not agree with any decision of the City of Muskegon Heights(M/H), he/she shall in no case allow the dispute to delay the work, but shall promptly notify The City of Muskegon Heights of said disagreement in writing, and he may then accept the matter in question from the final release.
- 3.33 The Contractor must be able to mobilize a crew within 24 hours for emergencies and mobilize a crew within 72 for non-emergencies, when required.
- 3.34 Assignment: The Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this contract without the prior written consent of City of Muskegon Heights. No assignment or novation of this contract, whatsoever, shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractors rights or benefits under the contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the persons, forms or corporations rendering such labor or services or supplying such materials, tools or equipment.
- 3.35 Damages: Contractor agrees that he will sustain all losses or damages arising from the action of the elements, the nature of the work to be done under this Contract, or from any unforeseen obstructions or encumbrances on the line of the work, which may be encountered in this prosecution of the work, until the work is finally accepted.

- 3.36 The Contractor shall indemnify and save harmless the City of Muskegon Heights from any claims for property damage or loss, personal injury or death as a result of any work conducted under this contract.
- 3.37 Respondents must fully inspect the Project Sites and Bid Documents in all particulars before submitting a bid.
- 3.38 Site visit can be scheduled by taking prior permission from the City of Muskegon Heights. Respondent s to coordinate timings for visit by emailing the City.
- 3.39 Equipment suggested: While no specific grass cutting equipment is required, Contractors are encouraged to have in their possession and to have proof of ownership through title record or other approved forms the following equipment:
 - a. Commercial type lawnmowers.
 - b. Manual tools –blowers, hand blades, commercial line trimmers, chainsaws and other equipment that may be needed to perform task.
 - c. Excavator or front-end loader

END OF SECTION

SECTION 4

SCOPE OF WORK

The City of Muskegon Heights is seeking qualified grass cutting contractors to mow the Schools - Dr. Martin Luther King Jr. Academy and Lindbergh School with an add alternative of Grass cutting and maintenance of one or several of the City owned 400 lots and address maintenance concerns as needed. Maintenance includes removal and proper disposal of large items but not limited to appliances, tires, trash etc

The work may include emergency grass cutting where necessary. The Contractor must be able to mobilize a crew within 24 hours for emergencies and mobilize a crew within 72 for non-emergencies.

The details and approximate total acreage of the Schools - Dr. Martin Luther King Jr. Academy and Lindbergh School and list of 400 lots within the City is provided under Section 8.

Scope of work:

- 4.1 Organic Solid Waste Removal: Organic Materials (**including but not limited to** trees, branches, disposal).
- 4.2 Non-Organic Solid Waste Removal: Non-organic materials (**including but not limited to** furniture, appliances, trash) disposal. **This scope requirement applies to all work, except with regard to Lot maintenance.**
- 4.3 Mowing: This shall be completed in a professional manner acceptable to the city by using riding mowers where appropriate and hand-held or push lawn mowers where also appropriate. Additionally, mowing patterns will need to be changed throughout the season for the general health of the lawn surface.
- 4.4 Trimming: All grass and weeds **between pavement cracks and** around shrubbery, trees, bushes, walls, fences, hydrants etc. This shall be completed by using hand held trimmers where appropriate. Caution is to be exhibited when trimming around the base of trees as to not cause injury to the City's tree stock.
- 4.5 Edging: all sidewalks, parking blocks, **and pavement edges** to be edged on a monthly basis or as requested. This shall be completed by using actual edging devices as appropriate.
- 4.6 Removing clipping/debris from grass/planting/medians

Specification of Work:

- 4.7 Removing and cleaning all trash, branches, and debris prior to cutting grass
- 4.8 All measures are to be taken to cause minimum disruption to residents while work is in progress.
- 4.9 All grass to be cut to be between 2 1/2" to 3".
- 4.10 No heaps of grass clipping must be left behind. Cut grass and weed trimmings should be cleared away from vehicles, sidewalks, commercial or residential entrances, driveways, etc.
- 4.11 No mowing to be done when residents are in proximity.
- 4.12 Operations of the mowers to be within speed at all times.
- 4.13 Maintenance of visible edges **near pavement edges**, sidewalks, boundary of buildings, etc. to be done as requested.
- 4.14 After completion of work after every visit, or per day as applicable, owner or owner's representative will need to sign off on agreed upon finished work. Payments may be held in the absence of this documents.
- 4.15 **Lot maintenance** will include marking the curb line of each lot that is assigned to be maintained by the successful vendor. Marking will be with paint using the approved materials and specifications provided. Reimbursement for material will be at cost plus 5%. Corner lots will be marked on the curb line on both street sides.

END OF SECTION

SECTION 5

QUALIFICATIONS & EXPERIENCE

- 5.1 The proposed respondent must provide a narrative describing the role of each key individual with relevant experience in their organization that will be actively involved in the performance of the services requested herein. Levels of experience should be specific for the service requested.
- 5.2 Respondent will provide a listing of all staff that will be engaged in this contract with their experience and educational level with respect to geotechnical investigation.
- 5.3 Respondent to provide the number of years that the company has been in existence; describe the services the respondent specialize in, and the primary markets served.
- 5.4 Respondents must have a minimum of five (5) years' experience in providing grass cutting work or the equivalent that best demonstrate the provider's experience with services similar in scope to those requested herein with government clients. Where possible, list and describe those services provided for government clients.
- 5.5 Proposed respondent firms failing to meet any or all of the above qualifications can be deemed as unacceptable.

END OF SECTION

SECTION 6
REFERENCES

- 6.1 The respondent 's firm must provide at least three (3) reference from public entities that best demonstrate the provider's experience with services similar in scope to those requested herein.
- 6.2 The respondent's firm shall include the contact names and titles, name of municipality/private owner, telephone numbers, email and mailing address of each reference.
- 6.3 The Respondent's firms with fewer than three (3) contracts with similar services in government and less than five (5) years of experience can be deemed as unacceptable.

END OF SECTION

**SECTION 7
COST WORKSHEET**

7.1 This section refers to the proposed contract fee. Cost of work May through November at all locations. Costs are to be provided for the following specified work:

Location	Total cost	Per visit**
Dr. Martin Luther King Jr. Academy		
Lindbergh School		
Respondent's capacity of mowing grass for turf under the scope of work. (in acres per visit)		
Service	Labor per unit	Labor
Up to 400 lots	<u>Per lot total (May – Nov):</u>	<u>Per lot per visit:</u>
*Installation of Flowers/Plants	<u>Per pot:</u>	<u>Per hour:</u>
*Replacement of Sod	<u>Per SQ yard:</u>	<u>Per hour:</u>

Note: For per visit rate, different capacity for different turfs to be submitted separately if needed.
 *Materials shall be provided at no more than cost plus 5%
 **Rate per visit to consider 8 hours of work per visit.

END OF SECTION

SECTION 8

ADDITIONAL DETAILS THE SCHOOLS AND LIST OF THE LOTS

School details:

1. Dr. Martin Luther King Jr. Academy:

- Address: 55 E. Sherman Blvd., Muskegon Heights, MI 49444
- Approximately 4 acres includes portions of the three parcels: 26-185-170-0001-00, 26-105-100-0001-00 and 26-185-194-0001-50

2. Lindbergh School:

- May be commonly known as these three addresses:
 1. 160 E Barney Ave, Muskegon Heights, MI 49444
 2. 2245 Hoyt St, Muskegon, MI 49444,
 3. 2217 Hoyt St, Muskegon, MI 49444, Muskegon Heights, MI 49444
- Approximately 1.8 acres portions of two parcels: 26-415-067-0005-00 and 26-185-067- 0010-00

3. **List of Lots:**

Acreages are estimates only. Contractor to field verify.

END OF SECTION

SECTION 9

APPENDIX 1

Sealed proposals for the Grass Cutting and Maintenance for the Schools - Dr. Martin Luther King Jr. Academy and Lindbergh School with an add alternative of Grass cutting and maintenance of one or several of the City owned 400 lots and address maintenance concerns as needed (maintenance includes removal and proper disposal of large items but not limited to appliances, tires, trash etc.) to be submitted at the office of the City Manager, 2724 Peck Street, Muskegon Heights, Michigan, by 4.23.2021, 10:00 a.m. local time.

Contractor interviews, if deemed necessary by the City, will be conducted between 4.28.2021 – 4.30.2021.

Each Proposal must be accompanied by a certified check or bid bond, payable to the City of Muskegon Heights for an amount equal to ten percent (10%) of the total base bid price. Bids shall be submitted on the forms provided by the Owner. An Insurance Acord meeting the requirements herein shall be submitted by all respondents. Each respondent agrees to waive any claim it has or may have against the Owner, Architect/engineer, and their respective employees, arising out of or in connection with the administrative, evaluation, or recommendation of any bid. The City reserves the right to accept or reject any or all bids, in whole or in part, and to waive any informalities, therein when such waiver is in the interest of the City of Muskegon Heights and to award the contract to other than the low respondent.

Bids shall remain firm for a period of one hundred and twenty (120) days.

Address all bids to the city manager in a sealed envelope, which clearly states the nature of the bid.

RESPONDENT: _____

(Company

Name)

(Street)

(City)

(State)

(Zip)

(Contact Person and Phone/Fax Numbers)

ATTEST: _____

Submitted by: (Signature) (Date)

(Title)

(Print Name)

City of Muskegon Heights

ATTEST: _____
(Signature)

By: _____
(Name)

(Title)

(Date)

THIS BID, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY OF MUSKEGON HEIGHTS, SHALL BECOME A CONTRACT BINDING UPON BOTH THE PERSON, PARTNERSHIP OR CORPORATION, TO SUPPLY OR PERFORM AS SPECIFIED AND UPON THE CITY TO ACCEPT THE PRODUCT OR SERVICE.

END OF SECTION